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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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NAVESINK PRESTIGE, LLC,

Plaintiff, Civil Action No.: 1:23-cv-09046

-against-

SLSCO, LP,

COMPLAINT

Defendant.

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Plaintiff, Navesink Prestige, LLC, by way of Complaint against
Defendant, SLSCO, LP, allege as follows:

THE PARTIES

1. Navesink Prestige, LLC (“Plaintiff”) is a company with its principal place of business located at 191 Monmouth Avenue, Atlantic Highlands, New Jersey 07716.

2. Upon information and belief, defendant SLSCO, LP (“SLSCO”) is a company with its principal place of business located at 6702 Broadway St, Galveston, Texas 77554.

JURISDICTION

3. The amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000 and by virtue of diversity of citizenship of Plaintiff and Defendant, this Court has jurisdiction over this action under the provisions of 28 U.S.C. §1332.

4. Venue of the following claims is laid in this District pursuant to 28 U.S.C. §1391(a) pursuant to the contract between the parties which requires claims to be heard in the courts of the United States located in the City of New York, New York and a substantial part of the events giving rise to the claims occurred in this judicial district.

BACKGROUND FACTS

5. SLSCO entered into a contract with the City of New York, Department of Design and Construction (“Prime Contract”) to serve as a construction manager related to the project/program known as “CM/DESIGN/BUILD FOR HURRICANE SANDY RESIDENTIAL COMMUNITY RECOVERY PROGRAM – IN THE BOROUGH OF STATEN ISLAND” (the “Program”).

6. Navesink and SLSCO entered into separate Prequalified Contractor Agreements (“Agreements”) for each project where work was being performed pursuant to the Program.

7. Pursuant to the Agreements and the Prime Contract, certain claims were to be submitted by SLSCO pursuant to Article 29 – Resolution of Disputes of the Prime Contract.

8. During the course of the work under the Agreements, Navesink performed certain additional work and issued change orders related to same.

9. These change orders were denied in whole or in part and, as a result, Navesink submitted various Notices of Dispute to SLSCO.

10. The Notices of Dispute submitted to SLSCO, included, but are not limited to, the following projects:

- a. 1 Center Place, Staten Island, New York
 - b. 1 Neutral Avenue, Staten Island, New York
 - c. 167 Marine Way, Staten Island, New York
 - d. 218 Wiman Avenue, Staten Island, New York
 - e. 336 Freeborn Street, Staten Island, New York
 - 17 Iona Avenue, Staten Island, New York
- (collectively referred to as “NODs”)

11. Pursuant to the Agreements, SLSCO was to submit the NODs pursuant to the Article 29 protocols for review and determination.

12. Navesink became aware that SLSCO failed to submit the NODs and therefore the City of New York was unaware of and did not review or make a determination related to these NODs.

FIRST COUNT
(Breach of Contract)

13. Navesink and SLSCO entered into various Agreements.

14. SLSCO breached the Agreements by failing to timely submit claims on behalf of Navesink, including, but not limited to, the NODs referenced above.

15. As a result of SLSCO's breach of the Agreements, Navesink has incurred significant damages.

WHEREFORE, Plaintiff, Navesink Prestige, LLC, demands judgment against Defendant, SLSCO, LP, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

SECOND COUNT
(Negligence)

16. Navesink repeats each and every allegation contained in the preceding paragraphs, as if same were set forth at length herein.

17. SLSCO owed a duty to Navesink to submit Navesink's claims, including the NODs referenced above.

18. Navesink breached its duty to SLSCO by failing to timely and properly submit the NODs.

19. As a result, Navesink has incurred significant damages.

WHEREFORE, Plaintiff, Navesink Prestige, LLC, demands judgment against Defendant, SLSCO, LP, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

THIRD COUNT
(Breach of the Covenant of Good Faith and Fair Dealing)

20. Navesink repeats each and every allegation contained in the preceding paragraphs, as if same were set forth at length herein.

21. SLSCO breached the covenant of good faith and fair dealing contained or implied in the contract due to SLSCO's actions or inactions including but not limited to the following: failing to timely and properly submitting Navesink's NODs and other claims.

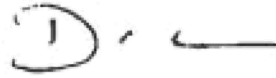
22. As a result of said breach, Navesink has suffered significant damages.

WHEREFORE, Plaintiff, Navesink Prestige, LLC, demands judgment against Defendant, SLSCO, LP, for damages including compensatory and consequential damages, together with interest and costs as provided by law, as well as all other relief deemed appropriate by the court or provided by statute.

Dated: New York, New York
December 8, 2023

TESSER & COHEN
Attorneys for Plaintiff,
Navesink Prestige, LLC

By:



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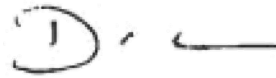
JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues.

Dated: New York, New York
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